

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

LEAILA BURLESON; GAIL RICHIE AND
WAYNE EASTTEAM AS PERSONAL
REPRESENTATIVES OF THE ESTATE OF
SHASTA EASTTEAM, DECEASED AND AS
PARENTS AND NEXT FRIEND OF AARON
EASTTEAM, A MINOR; JAMES AULD AND
VICKIE AULD AS PERSONAL
REPRESENTATIVES OF THE ESTATE OF
MARY GUENTHER, DECEASED AND AS
JOINT MANAGING CONSERVATORS OF THE
ESTATES OF ASHTON GUENTHER, BROOKE GUENTHER,
AND CAMERON GUENTHER, MINOR CHILDREN

Plaintiffs,

Civ. No. 1:13-cv-00138-KG-GBW

vs.

COOPER TIRE & RUBBER COMPANY,

Defendant,

[NUNC PRO TUNC] ORDER APPOINTING GUARDIAN AD LITEM

THIS MATTER is before the Court on the parties' Joint Motion to Appoint Guardian Ad Litem, filed on February 6, 2015. (Doc. 103). In the motion, the parties state that a proposed settlement has been reached by the parties and Plaintiff seeks the appointment of Mike Stone as Guardian Ad Litem for Aaron Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther, minor children, in this action to protect his/her interests with regard to the settlement. The motion also states that Defendant has agreed to pay \$2,500.00 towards the costs and fees of the Guardian Ad Litem.

The Court has reviewed the motion, the record of this case and applicable law, and finds that the motion should be **GRANTED** and Mike Stone appointed as Guardian Ad Litem for Aaron

Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther.

IT IS THEREFORE HEREBY ORDERED that the Joint Motion for Appointment of Guardian Ad Litem (Doc. 103) is **GRANTED** as follows:

1. Mike Stone is hereby appointed to serve as Guardian Ad Litem for Aaron Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther, a minor child, in this action.
2. The Guardian Ad Litem shall exercise his/her independent and professional judgment in the performance of the following duties:
 - a. to investigate on behalf of the Court and to review the settlement of this case proposed by the parties to see whether the proposed settlement is fair and reasonable as it relates to Aaron Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther and is in the best interest of; and
 - b. to report to the Court, in writing and orally at a hearing to be set at a later date, on (i) the outcome of his/her investigation and review, (ii) the fairness and reasonableness of the proposed settlement as it related to Aaron Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther, and (iii) whether the proposed settlement is in the best interest of Aaron Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther.
3. The Guardian Ad Litem shall consider, in his/her investigation of the proposed settlement and report to the Court, the manner in which the settlement proceeds will be held and/or applied for the benefit of Aaron Eastteam, Ashton Guenther, Brooke Guenther and Cameron Guenther.
4. The fees and costs for Mike Stone services as Guardian Ad Litem shall be paid by \$2,500.00 by Defendant and the remainder by Plaintiffs as ordered by the Court.

5. Gail Richie, Wayne Eastteam, James Auld and Vickie Auld are already represented by counsel in this matter. This order appointing a Guardian Ad Litem does not contemplate the Guardian Ad Litem's representation of the children as an advocate but, instead, his/her appointment is as an "arm of the Court." The Guardian Ad Litem's responsibilities under this appointment are to the Court and not the minor children.

6. This appointment of Mike Stone as Guardian Ad Litem is intended to convey upon him/her in this action all the immunities and privileges available to a Guardian Ad Litem as articulated by the New Mexico Supreme Court in *Collins v. Tabet*, 111 N.M. 391, 806 P.2d 40 (1991).

7. The Guardian Ad Litem shall have access to all medical records regarding including, but not limited to, all counseling and dental records. The Guardian Ad Litem shall also have access to all of the minor children's medical bills.

8. The Guardian Ad Litem shall be entitled to participate in, and receive notice of, all proceedings in this action, and to receive copies of all documents filed in this action and all correspondence between the parties to this action.

9. Upon the entry of an order approving the proposed settlement, the Guardian Ad Litem's appointment will automatically cease and he/she shall have no further or continuing duties to the Court or the parties pursuant to this appointment.

10. Mike Stone is hereby appointed as Guardian Ad Litem *nunc pro tunc* as of January 30, 2015.

IT IS ORDERED.


UNITED STATES DISTRICT JUDGE